

MARYLAND DEPARTMENT OF GENERAL SERVICES
REAL ESTATE DIVISION

REQUESTS FOR PROPOSALS **RFP-WSN-8-16**
REAL ESTATE BROKER SERVICES
KNOTT'S SUBDIVISION – WEST GLYMONT,
21 LOTS, INDIAN HEAD,
CHARLES COUNTY, MARYLAND

Offerors are invited to submit proposals in conformance with the requirements described below.

PART I - PROPOSAL INFORMATION

COMAR 21.05.07.06 C(1)

1.1. Purpose: The purpose of this Request for Proposals ("RFP") is to invite Offerors experienced in selling unimproved real property to submit proposals to the Department of General Services ("DGS") outlining in detail their ability to provide such services to DGS for the sale of 21 lots of unimproved land, known as Lots 6 through 12, inclusive and Lots 33 through 46, inclusive in Knott's Subdivision-West Glymont which contains in the aggregate 10.4 acres +/- ("Property"). The Property is located in Indian Head, Charles County, Maryland.

The real property will be offered at \$310,000.00.

1.2. Procurement Officer:

COMAR 21.05.07.06 C(5)

Name: Wendy Scott-Napier
Title: Assistant Secretary, DGS Real Estate Division
Telephone Number: (410) 767-4088
E-mail: wendy.scott-napier@maryland.gov
Address: Department of General Services, Real Estate Division
300 W. Preston Street, Room 601, Baltimore MD 21201

The sole point of contact in the State for purposes of this RFP is the Procurement Officer.

1.3. Pre-Proposal Property Inspection: A Pre-Proposal Property Inspection shall be held:

(1) West Glymont Property:

Date: Tuesday, August 30th @ 11 am / Location: the Property.

Attendance is not required, but any prospective Offeror planning to attend **must notify the Procurement Officer on or before August 29, 2016**. Prospective Offerors may also submit written questions. Written questions from prospective Offerors must be received by the Procurement Officer no later than **August 30, 2016 at 3 pm**. Questions received later than that date might be answered, if time permits. A list of the questions received at the Pre-Proposal Inspection and the written questions and the answers thereto shall be mailed to (i) prospective Offerors who were sent this RFP, and (ii) prospective Offerors who otherwise obtained this RFP and notified the Procurement Officer in writing that they obtained this RFP. **Persons who download this RFP from the Internet must notify the Procurement Officer (by mail or e-mail) in order to be included on the list of prospective Offerors.**

1.4. Closing Date: The Procurement Officer must receive the proposal package, at the address of the Procurement Officer **no later than 5:00 P.M.** locally prevailing time on **August 31, 2016** (the "Closing Date"). Electronic proposals shall not be accepted. Requests for extensions of this date shall not be granted. Any proposal, request for modification, or request for withdrawal received after 5:00 p.m. on the Closing Date is late and will not be considered. It is recommended that proposals be delivered by hand to the office of the Procurement Officer. Offerors mailing proposals or using overnight courier services should allow sufficient time to take account of internal delivery within the State. See Part VI of this RFP for further information regarding the proposal format.
COMAR 21.05.07.06 C(2)

1.5. Amendment or Cancellation of RFP: If this RFP requires amendment, written notice of the amendment will be given to all prospective Offerors identified in Section 1.3. **RECEIPT OF AMENDMENTS MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE OFFERORS.** This RFP may be cancelled in whole or in part, and any proposal may be rejected in whole or in part if the Procurement Officer determines that such action is in the best interest of the State. The Procurement Officer may waive or permit cure of minor irregularities in any Proposal.

1.6. Single or Multiple Awards: DGS intends to make one award as a result of this IFP.

1.7. Protests/Disputes: Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2 of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).

PART II - SCOPE OF SERVICES REQUIRED AND CONTRACT PROVISIONS:
COMAR 21.05.07.06 C(1)

2.1. Department of General Services ("DGS"): DGS is a principal department of the government of the State of Maryland (the "State"), organized pursuant to Title 4 of the State Finance & Procurement Article of the Annotated Code of Maryland ("SFP"). DGS has the statutory responsibility to acquire and dispose of all real property and interests therein for most State agencies. DGS is conducting this sale on behalf of the Maryland Environmental Trust (MET).

2.2. Services To Be Provided: The Contractor shall provide the following services to DGS, subject to and upon the request and direction of the Procurement Officer:

(a) Provide all real estate services, including without limitation marketing, multiple listing and showing the property, for the sale of:

(1) 10.4 acres +/- of unimproved land located in Charles County, Maryland owned by MET and more fully described in **Exhibit “A”**, which is attached hereto and made a part of this RFP. This property is hereinafter referred to as the “West Glymont Property”.

(b) The contractor will perform all the necessary duties to ensure a prompt sale of the Property. The Contractor shall also advertise to its customer database. An Offeror shall include in its technical proposal a description of the method, duration, extent, and where placement of advertising will be located. The impending sale will also be advertised on the DGS and MET websites at no cost to the Contractor.

(c) Within two (2) days of the commencement of the Contract, the Contractor shall process this listing through the Multiple Listing Services with which the Contractor has agreed to share information.

(d) DGS agrees that MET and/or DGS may cooperate with the Contractor to procure a buyer(s) for the Property.

(e) DGS further agrees that the Contractor, at its expense, may cooperate with other brokers and with brokers engaged exclusively to represent the interest of potential buyers of the Property.

(f) The Contractor, at its expense, may advertise the Property as the contractor deems advisable, including:

(i) placing a “For Sale” sign on the Property, if permitted, and removing any other signs posted by MET or DGS, offering the Property for sale.

(ii) furnishing information requested by a cooperating broker.

(g) Provide other related services as directed.

The Contractor’s responsibility does not include legal services, closing and/or escrow services (except, if requested by the DGS and/or MET, holding purchase money deposits in its brokerage escrow account in accordance with applicable laws), delivering or recording documents, special advertising, loan processing and collection.

Maryland Environmental Trust (“MET”), the owner of the Property, (not the Contractor) is responsible for the care and physical condition of the Property.

2.3 Listing Price: The Property shall be listed at \$310,000.00.

If DGS in consultation with MET, desires to change the listing price for either or both Properties, DGS shall immediately inform the Contractor in writing of the changed listing price and such changed listing price shall thereafter be the price advertised by the Contractor.

2.4. Parties to the Contract: The contract and all exhibits thereto, to be entered into as a result of this RFP (the "Contract") shall be by and between the Offeror as contractor (the "Contractor") and the State of Maryland, by and through the Department of General Services, and shall be substantially in the form attached this RFP as **Exhibit "B"**. Offerors are urged to read the form of Contract and all attached exhibits carefully. Any changes to the Contract shall be subject to the approval of DGS, in consultation with MET, which approval may be withheld by DGS in its sole and absolute discretion. COMAR 21.07.01.01

2.5. Agreement of Sale: The Agreement of Sale to be used for the sale of each Property shall be in a form substantially similar to that attached to this RFP as **Exhibit "B -1"**.

2.6. Contract Term: The Contract term shall commence upon written notification to the Contractor and shall be for an initial term of one (1) year ("Term"), unless otherwise terminated. The State shall have the unilateral right to extend the Term of the Contract for one (1) six-month term. Unless terminated earlier, the Contract shall automatically terminate upon completion of the settlement of the real estate, except that any portions of the Contract requiring the Contractor to submit funds to the State shall survive termination. If the State does not enter into a contract for the sale of the Property during the Contract Term or an extension thereof, in no case shall the Contractor be entitled to a commission or other payment with respect to any subsequent sale of the Property.

2.7. Compensation and Method of Payment: NEITHER THE STATE NOR DGS SHALL PAY ANY FEES OR EXPENSES DIRECTLY TO THE CONTRACTOR. The sole source of remuneration to the Contractor shall be in accordance with the Contractor's price proposal and shall be a commission on a sale that settles. The commission to be paid on the West Glymont Property, if sold, will be paid at the time of the real estate settlement. Settlement shall occur within sixty (60) days of the signing of the date that the Maryland Board of Public Works approves and executes the sales contract. If either the West Glymont Property is sold and the buyer for the applicable fails to settle for any reason, there will be no commission paid on the Property that did not settle. The term "settlement" or "settle" means the consummation of the transaction contemplated by the contract entered into by MET and a purchaser and payment of the sale price stated in said sales contract to MET. COMAR 21.05.07.06 F(3)

The fee paid to the Contractor under the Contract shall be a commission based on the sale price as set forth in the contract executed by MET and a purchaser (the "Commission") . The fee shall be deemed to be earned by the Contractor only if Closing of the sale of the applicable Property takes place and the purchase price stated in said contract is paid to MET.

In the event a cooperating broker procures the purchaser, the Contractor shall pay 50% of the commission to the procuring broker.

Notwithstanding the foregoing, if DGS or MET introduces the purchaser to the Contractor, the Contractor's Commission shall be reduced by fifty percent (50%).

2.8. Subcontracting or Assignment of Contract: Subcontracting or assignment of this Contract, in whole or in part, is prohibited.

PART III – OFFERORS' QUALIFICATIONS COMAR 21.05.07.06 C(1)

3.1 Minimum Requirements: To be considered for this procurement, an Offeror must meet the minimum requirements set forth in this Part III of this RFP and demonstrate the same in its proposal. Any proposal failing to do so, will not be considered.

3.1.2 Licensure: The Offeror must be a real estate broker licensed by the Maryland Department of Labor, Licensing and Regulation. The Offeror's real estate salespersons assigned to this Contract must also be licensed by the Maryland Department of Labor, Licensing and Regulation and continue same throughout the term of this Contract.

3.1.3 Knowledge of the County: The Offeror is expected to have an intimate knowledge of Charles County, Maryland with regard to its geography, demographics, real estate market, and economic climate, as well as any and all local laws, regulations, rules and customs regarding the sale of unimproved real estate.

3.1.4 Good Standing: An Offeror must be in good standing with the Maryland State Department of Assessments and Taxation.

3.1.5 Longevity of Entity: You must be a legal entity (PA, LLC, CORP) that has provided real estate sales services for the last three (3) years.

3.1.6 Offeror's Personnel: The Offeror's Personnel assigned to this Contract must have provided real estate services for the last three (3) years.

3.2 Prior Experience: The Offeror must describe its experience in providing commercial real estate sales experience over the most recent three (3) year period. The individuals identified by the Offeror in its proposal as those who will be primarily responsible for performing the work must have provided commercial real estate sales services within the County/State for at least the most recent three (3) year period. An Offeror must demonstrate the experience it and its sales personnel identified by the Offeror in its proposal as those who will be primarily responsible for performing the work includes commercial real estate sales experience.

PART IV - PROPOSAL FORMAT

COMAR 21.05.07.06 C(2)

4.1. General: The Proposal shall consist of two (2) parts, a technical proposal and a price proposal (refer to Part V and Part VI). Offerors should organize their proposals so that their responses are numbered to correspond to the specific subsections in PART IV 4.1 through 4.9, below while being mindful of the scope of work detailed in PART II. Provide any other information which you may consider relevant to a fair evaluation of your experience and capabilities.

The initial evaluation of the technical proposal will be completed before consideration of the price proposal. Therefore, **each Proposal must be submitted in two (2) physically separate parts and in separate clearly labeled envelopes:** one for the technical proposal and another for the price proposal, as indicated below.

4.1a General Information: As the initial page, the technical proposal shall include the following information:

- i.) Name of the Offeror submitting the Proposal,
- ii) Street address at which the Offeror desires to receive mail regarding the RFP,
- iii) Street address of the Offeror's principal business address,
- iv) Name and position of the individual who will represent the Offeror as the primary contact person on matters relating to the Proposal and, if different, for performance of services under the Contract,
- v) Telephone, facsimile numbers and an e-mail address of the contact person for matters relating to the Proposal and , if different, for performance of services under the Contract. All mailed correspondence to that individual shall be addressed to the address provided in response to item ii), above, in this paragraph.
- vi) Minority Business Enterprise Certification Number issued by the Maryland Department of Transportation (MDOT), if applicable, and
- vii) Offeror's tax identification number.

4.1b. eMaryland Marketplace: An Offeror shall affirm that it is registered with eMaryland Marketplace, and shall provide its eMaryland Marketplace registration number. Registration guidelines issued by the Maryland Department of General Services are found on the eMaryland Marketplace website at www.eMarylandMarketplace.com.
COMAR 21.03.05

4.2 Real Estate Sale Experience: The Offeror shall provide a detailed description of the

Offeror's experience with providing real estate sales services. The Offeror must include specific examples of the Offeror's ability to market and sell unimproved commercial real estate. Offeror should estimate the number of sales that have resulted from its sale ability.

4.3 Offeror's Personnel: Offeror shall identify those individuals who will be primarily responsible for performance of the services under this Contact. Include a description of the type of work for which each identified individual will be responsible and give a description of each individual's related experience. Attach current resumes and, as applicable, current licenses for each individual identified.

4.4 Claims: Offerors shall list all claims that have been made against the Offeror or any of its principals or real estate salespersons within the past three (3) years as a result of commercial real estate sales transactions that the Offeror and/or its real estate sales persons handled in Maryland.

4.7 Additional Enclosures: The Offeror shall submit copies of:

- a. the licenses of all personnel who are required to be licensed by the Maryland Department of Labor, Licensing and Regulation.
- b. a completed Bid/Proposal Affidavit (attached hereto as **Exhibit "C"**).
- c. if applicable, Certificate of Good Standing issued by the Maryland Department of Assessments and Taxation. The Certificate of Good Standing must be dated no more than twenty-one (21) calendar days prior to the Closing Date for this RFP. An Offeror that is a foreign corporation shall submit evidence of its current and valid registration with the Maryland Department of Assessments and Taxation.

4.8 References: The Offeror shall provide at least three (3) references, **other than the State or any of its agencies**, for whom the Offeror has provided commercial real estate sales services in the past five (5) years. Provide a contact name, address, telephone number and email address for each reference.

PART V – FEES

COMAR 21.05.07.06 C(2)

5.1 Real Estate Commission: The price submission envelope of the proposal shall contain the commission that will be charged by the Offeror for the services described in the Contract.

PART VI – SUBMISSION REQUIREMENTS

COMAR 21.05.07.06 C(2)

6.1 Packages: Proposals completed as specified in this Request for Proposal must be submitted in two parts as follows:

- a. Technical Proposal: An original and five (5) copies of the technical proposal and all attachments must be placed in a sealed envelope, labeled with Offeror's name

and captioned "Technical Proposal"

b. Price Proposal: An original and one (1) copy of the price proposal on the letterhead of the Offeror must be placed in a sealed envelope, labeled with Offeror's name and captioned, "Price Proposal". COMAR 21.05.03.02A(5)

Both sealed envelopes should then be placed in a package labeled with the Offeror's name and captioned "**Proposal: RFP-WSN-8-16, Deliver to Wendy Scott-Napier**" and delivered to the address of the Procurement Officer no later than 5:00 p.m. locally prevailing time on 8/31/16 (the "Closing Date"). Requests for extension of this date shall not be granted. Any proposal, request for modifications, or request for withdrawal received after 5:00 p.m. on the Closing Date is late and will not be considered. It is recommended that proposals be delivered by hand to the office of the Procurement Officer. Offerors mailing proposals or using overnight courier services should allow sufficient time to take account of internal delivery within the State. See Part IV of this RFP for further information regarding the proposal format. COMAR 21.05.03.02F

6.2. Transmittal Letter: A brief transmittal letter addressed to the Procurement Officer and prepared on the Offeror's business stationery must accompany the Proposal. The letter must be signed by one or more individuals authorized to bind the Offeror to matters contained in the Proposal and must include the title or capacity of the signer. The transmittal letter must not be bound into the technical proposal.

6.3. Length and Format: The technical portion of the Proposal may not exceed ten (10) pages, excluding an executed copy of the Bid/Proposal Affidavit and any attachments. **An original and five (5) copies of the technical proposal and all attachments must be submitted.**

6.4. General: All proposals shall be prepared with a concise description of the Offeror's capabilities to satisfy the requirements of this RFP and specifically the qualifications required in Part III and information required in Parts IV and V, above. Offerors should organize their proposals so that their responses to Part IV and numbered to correspond to the specific subsection in that Part to the extent possible without unnecessary repetition.

PART VII - EVALUATION PROCEDURE

COMAR 21.05.07.06 C(3)

7.1. Evaluation Committee: DGS shall establish an evaluation committee (the "Evaluation Committee") to be composed of three (3) or more State employees appointed by the Procurement Officer.

7.2. Discretion in Determining Deviations and Compliance: DGS reserves and assigns to the Procurement Officer the right to determine which of the Offerors has met the minimum qualifications of Part III of this RFP. The Procurement Officer shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Procurement Officer may reject unacceptable proposals. In addition, the Procurement Officer may reject in whole or in part any and all proposals, may waive minor

irregularities in proposals, may allow an Offeror to correct minor irregularities, and may negotiate with responsible Offerors in any manner deemed necessary to serve the best interests of the State.

7.3. Technical Evaluations: After the Procurement Officer determines which proposals meet the minimum requirements and otherwise qualify for further consideration, the Evaluation Committee will conduct a technical evaluation of the qualifying proposals. The technical evaluation will be made solely on the basis of the technical proposal and under the criteria set forth in PARTS III (Offeror's Qualifications) AND IV (Proposal Format). The Evaluation Committee will rate the technical proposals on a Pass/Fail basis. Following the completion of the technical evaluation, the Evaluation Committee will advise the Procurement Officer as to the proposals it believes should receive further consideration.

7.4. Price Evaluation: Following completion of the technical evaluation, the Evaluation Committee will evaluate the pricing of each proposal and advise the Procurement Officer that the Evaluation Committee believes either that a recommendation should be made to DGS or that the Procurement Officer should conduct further negotiations and/or request best and final offers. NOTE: price proposals above the maximum amount set forth in Part V will be disqualified and price proposals deemed exceeding below prevailing rates may be considered unacceptable.

7.5. Oral/Site Presentations: The Evaluation Committee may, at its discretion, require oral presentations and site visits. Oral presentations, if conducted, shall be considered to be part of the technical proposal.

7.6. Competitive Negotiations: If it is determined that further negotiation is in the best interest of the State, the Procurement Officer will advise responsible Offerors how such negotiations will be conducted. Upon completion of any negotiations, and upon receipt of any "best and final offers" submitted as a result of such negotiations, the Procurement Officer, after considering the evaluation by the Evaluation Committee of factors listed in Section 7.07 below, shall make recommend of award to the Secretary of DGS or the Secretary's designee. After receiving and evaluating the recommendation of the Procurement Officer, the Secretary shall submit to the Board of Public Works ("Board") a request that the Board approve and award the Contract to the responsible Offeror whose proposal, in the Secretary's judgment, with due consideration given to the recommendation of the Procurement Officer, best serves the interests of DGS and the State. Offerors whose proposals are not accepted will be so notified in writing.

7.7. Evaluation Considerations: The Evaluation Committee will evaluate the proposals on the basis of the following factors, which are listed in order of relative importance.

7.7.1. Specific Individual(s) Responsible for Performance of Contract: An evaluation of the qualifications, experience, expertise and general reputation of the individual(s) who will be primarily responsible for the performance of the Contract as required by this RFP.

- a. Experience in real estate field
- b. Experience in marketing unimproved land
- c. Proposed marketing strategy
- d. Period of time estimated to be required to successfully market Property
- e. Proximity of office to subject Property
- f. Number of agents available to market this Property
- g. Claims Information
- h. Conflicts and Maryland Public Ethics Law Information
- i. References
- g. Percentage of Commission

7.8 Award Basis:

COMAR 21.05.07.06 (3)

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State considering the price and evaluation factors set forth in this RFP.

ATTACHMENTS:

- Exhibit A** Description of the Property
- Exhibit B** Broker Contract
- Exhibit B -1** Agreement of Sale to be attached to Broker Contract
- Exhibit C** Proposal Affidavit (Complete and Return with Proposal)
- Exhibit D** Contract Affidavit
- Exhibit E** Price Submission Form

EXHIBIT A

DESCRIPTION OF THE PROPERTY

West Glymont Property:

Lots 6 through and including Lot 12 and Lots 33 through and including Lot 46 in the subdivision known as “West Glymont” in Charles County, Maryland and as shown on the plat recorded in Plat Book 59, folio 565. Also see, the Deed dated December 10, 2002 and recorded among the Land Records of Charles County, Maryland in Liber No. 3823, folio 51 from David H. Posey and Deana L. Posey to Maryland Environmental Trust.

EXHIBIT B

CONTRACT FOR REAL ESTATE BROKER SERVICES

_____, _____ County, Maryland

THIS CONTRACT, made this ____ day of _____, 2016.

WITNESSETH:

I. PARTIES TO THE CONTRACT

This contract is between the State of Maryland, by and through its Department of General Services, (hereinafter referred to as "State"), and _____ (hereinafter referred to as the "Contractor"). COMAR 21.05.07. 06 F(1)

The Contractor's Federal ID number or Social Security number is

_____.
COMAR 21.05.07. 06 F(1)

Subcontracting or assignment of this Contract, in whole or in part, is prohibited.

Contractor acknowledges that, to be eligible for award of this Contract, it must be registered on eMaryland Marketplace. Contractor's eMaryland Marketplace registration number is _____ . COMAR 21.03.05

The Procurement Officer for this Contract is Wendy Scott-Napier, Assistant Secretary, Department of General Services, Real Estate Division, Room 601, 300 W. Preston Street, Baltimore MD 21201, (410) 767-4088. COMAR 21.05.07. 06 F(5)

II. NATURE OF CONTRACT

This contract is for the purchase of real estate services for the sale of unimproved real property. The scope of the services to be provided is more fully described in the State's Request for Proposals ("RFP"), which is attached hereto and incorporated by reference.

Prior to execution by DGS, the Contractor shall submit current licenses issued by the Maryland Department of Labor, Licensing and Regulation for the Broker and sales persons assigned to work on this Contract.

In order for this contract to be effective, it must be presented to and approved by the Board of Public Works.

III. SCOPE OF CONTRACT AND PERFORMANCE REQUIREMENTS

COMAR 21.05.07. 06 F(2)

In this document, the Contractor agrees to furnish the real estate services as more fully

identified and described in the RFP in accordance with the terms of the Contractor's Proposal. COMAR 21.07.01.02

A. In this document, "Contract Documents" shall mean: (a) this Contract, (b) the Request for Proposal _____, dated _____, including all documents attached thereto and any addenda, the Contractor's proposal dated _____ and (c) the Contract Affidavit. The work under this Contract shall be performed in accordance with the Scope of Services in the Request for Proposal _____, dated _____ and the Contractor's proposal dated _____. In the event of a conflict between the provisions of the Contract Documents, the controlling provisions shall be in the following order, those of:

1. This Contract;
2. The Contractor's proposal (incorporated herein by reference);
3. The Request for Proposal (incorporated herein by reference);

IV. TERM

COMAR 21.05.07.06 F(4)

Contract Term: The Contract term shall commence upon written notification to the Contractor and shall be for a term of one year, unless otherwise terminated. The State shall have the unilateral right to extend the term of the Contract for one (1) six-month term. Unless terminated earlier, the Contract shall automatically terminate upon completion of the settlement of the real estate, except that any portions of the Contract requiring the Contractor to submit funds to the State shall survive termination. If the State does not enter into a contract for the sale of the Property during the Contract Term or an extension thereof, in no case shall the Contractor be entitled to a commission or other payment with respect to any subsequent sale of the Property.

V. FEES AND METHOD OF PAYMENT

COMAR 21.05.07.06 F (3)

NEITHER THE STATE NOR DGS SHALL PAY ANY FEES OR EXPENSES DIRECTLY TO THE CONTRACTOR. The sole source of remuneration to the Contractor is through a commission on the Real Property that settles. Commission on the Real Property, if sold, will be paid at the real estate settlement from the proceeds of the Real Property settlement. If the Real Property is sold and the buyer fails to settle for any reason, there will be no commission paid on the Real Property sale. The fee paid to the Contractor under this Contract shall be a Commission of _____ [percent] of the final sale price, as determined at settlement.

COMAR 21.07.01.03

VI. NOTICES

Notices required by this Contract to be sent to the State shall be sent to the Procurement Officer identified in Section I above. Notices required by this Contract to be sent to the Contractor shall be sent

to: _____

VII. GENERAL CONTRACT TERMS AND CONDITIONS

A. Incorporation by Reference.

Incorporated herein by reference and made a part hereof are: (1) Request for Proposal Number _____, (2) the Contractor's Proposal, and (3) Contract Affidavit. Contractor shall comply with all terms and conditions stated herein and all enumerated addenda.

B. Changes.

This Contract may be amended only with the written consent of both parties. COMAR 21.05.07.06 G.04

C. Illegal or Unenforceable Provisions. The illegality or unenforceability of any provision herein shall not affect the enforceability of this agreement as a whole, and the illegal or unenforceable provision(s) shall be considered severed here from.

D. Governing Law.

The law of Maryland shall govern the interpretation and enforcement of this Contract. COMAR 21.05.07.06 G(2)

E. Disputes.

Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer. COMAR 21.05.07.06 G(3)

F. Termination for Default.

If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B. COMAR 21.05.07. 06 G(5)

G. Nondiscrimination.

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland

law.

COMAR 21.05.07. 06 G(6)

H. Anti-bribery.

The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners, nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

COMAR 21.05.07. 06 G(7)

I. Termination for Convenience.

The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

COMAR 21.05.07. 06 G(8)

J. Severability.

The illegality or unenforceability of any provision herein shall not affect the enforceability of this agreement as a whole, and the illegal or unenforceable provision shall be considered severed here from.

K. Compliance with Applicable Laws

The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.

COMAR 21.05.07.06 F(6)

L. Termination for Non-appropriation

Contract for One Year or Less - If the terms and conditions of this Contract require DGS, MET and/or the State to (1) pay money or (2) perform an obligation which requires the expenditure of money, then said payment of money or the performance of said obligation shall be subject to the availability of an appropriation for that purpose. The Contractor may not recover anticipatory profits or costs incurred after termination.

Multi-year Contracts - If funds are not appropriated or otherwise made available to support the continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination. COMAR 21.05.07.06G (1)

IN WITNESS WHEREOF, the parties have executed this contract by causing the same to be signed on the date and year first above written.

ATTEST:

BY: _____(SEAL)
Contractor

BY: _____
Department of General Services

Approved for form and legal sufficiency
this _____ day of _____, 2016.

Assistant Attorney General
Department of General Services

EXHIBIT B-1
AGREEMENT OF SALE
Unimproved Property

DGS File No. _____

THIS AGREEMENT OF SALE (hereinafter referred to as this "Agreement") made this _____ day of _____, 2016, by and between the **Maryland Environmental Trust**, party of the first part, hereinafter referred to as the "MET"; and _____, party of the second part, hereinafter referred to as "Buyer".

WHEREAS, MET owns various parcels of land containing (in the aggregate) 10.4 acres of land, more or less located in Charles County, Maryland which it acquired by Deed dated December 10, 2002 and recorded among the Land Records of Charles County in Liber No. 3823, folio 51 from David H. Posey and Deana L. Posey; and

WHEREAS, said property is shown on the plats recorded among the Plat Records of Charles County, Maryland in Plat Liber No. 57, folio 611, Plat Liber 59, folio 565; and

WHEREAS, MET is desirous of selling said property to the Buyer and the Buyer is desirous of purchasing said property from the State for the hereinafter set price; and

WHEREAS, THE BUYER ACKNOWLEDGES THAT, TO BE EFFECTIVE, THIS AGREEMENT MUST BE PRESENTED TO THE BPW FOR APPROVAL AND WILL BE BINDING UPON THE STATE ONLY IF APPROVED AND EXECUTED BY THE BPW;

NOW, THEREFORE, in consideration of the premises and mutual covenants and other agreements as set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. LAND AND IMPROVEMENTS:

MET hereby agrees to sell to the Buyer and the Buyer hereby agrees to purchase from MET one parcel of land which contains in the aggregate 10. 4 acres, more or less located in Charles County, Maryland, and more particularly described in **Exhibit "A"**, which is attached hereto and made a part of this Agreement, said property being the same land and premises, conveyed to MET by Deed dated December 10, 2002 and recorded among the aforesaid Land Records in Liber No. 3823, folio 51 together with all rights, privileges, improvements and appurtenances thereto appertaining, hereinafter referred to as "the Improvements". The Land and Improvements are hereinafter collectively referred to as the "Property".

SECTION 2. SURVEY

2.1 Buyer may obtain a survey of the Property before Closing (hereinafter defined). All costs associated with the survey and any description derived therefrom shall be the sole obligation of

the Buyer. The acreage determined by any survey shall in no way affect the Purchase Price (hereinafter defined), it being the agreement of the parties hereto that the Purchase Price shall not be adjusted for any increase or decrease in acreage shown by any survey of the Property.

2.2 Notwithstanding anything herein to the contrary, in the event any survey of the Property reveals that the Property contains acreage in excess of 5 % of the acreage stated in the Agreement, then MET, at its sole option, may declare this agreement null and void and of no further effect, and there shall be no further liability or obligation on either of the parties hereto, except as otherwise provided herein.

SECTION 3. DEED AND TITLE

Upon payment of the unpaid Purchase Price as provided below to MET, MET, at the Buyer's expense, shall deliver a deed for the Property with a covenant of further assurances, which shall convey fee simple title to the Property to the Buyer subject to any and all encumbrances, out conveyances, easements, rights of way, reservations, and servitudes, whether of record or not.

In the event that MET is unable to provide title can be insured by a Maryland licensed title company as good and merchantable, with the Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, MET, at MET's expense and within 30 s=days of the Closing (hereinafter defined) date, shall have the option of curing any defect so as to enable MET to give good and merchantable title as described above. In the event MET cannot cure or chooses not to cure any and all of the title defects within the stipulated time, the Buyer's sole remedy shall be to terminate this Agreement. In the event that the Agreement is terminated for failure of MET to provide good and merchantable title, this Agreement shall be null and void and of no further effect, and there shall be no further liability or obligation on either of the parties hereto, except as otherwise provided herein.

SECTION 4. TENANCIES

The Property is vacant and free of tenancies.

SECTION 5. PURCHASE PRICE AND PAYMENT

The purchase price for the Property is _____ Dollars (\$_____), hereinafter referred to as the "Purchase Price". The Purchase Price shall be paid by the Buyer in lawful money of the United States of America, by a certified, cashier's , bank, title company or attorney's trust account check as follows:

- (i) a deposit in the amount of _____ Dollars (\$_____) at the time of execution of this Agreement by the Buyer; said deposit shall be payable to the State of Maryland, Department of _____, and
- (ii) The balance of the Purchase Price at the time of Closing.

No interest will accrue on the Deposit.

SECTION 6. PERSONAL PROPERTY

No personal property is included in this Agreement.

SECTION 7. CONDITION OF PROPERTY AND POSSESSION

MET is conveying and the Buyer is accepting the Property in an “as is” condition. MET hereby specifically disclaims any warranty or representation (oral or written) concerning (i) the nature and condition of the Property and its suitability for any and all activities and uses that Buyer may elect to conduct of the Property; (ii) the manner, construction, condition and state of repair or lack of repair of the Property; (iii) the existence or non-existence of hazardous material, substance, waste; or oil (iv) the nature and extent of any right-of-way, lien, encumbrance, license, reservation, condition, or otherwise; (v) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any government or other body, it being specifically understood that Buyer shall have the full opportunity, during the Inspection Period (as hereinafter defined), to determine for itself the condition of the Property; and any other matter whatsoever except as expressly set forth in this Agreement.

It being specifically understood that Buyer will be provided a full opportunity prior to Closing to fully inspect the Property pursuant to a Right of Entry granted herein upon full execution, to determine for himself the condition of the Property and any other matter whatsoever.

SECTION 8. RISK OF LOSS

The Property is to be held at the risk of MET until legal title has passed to the Buyer. If prior to the time that legal title has passed to the Buyer, all or a substantial part of the Property is destroyed or damaged without fault of the Buyer, then the Buyer, at the sole option of the Buyer, upon written notice to MET, may declare this Agreement null, void and of no further effect, in which event all parties are released from liability one to the other.

SECTION 9. BREACH OF CONTRACT AND DEFAULT

9.1 In the event that Buyer defaults in any of the terms, provisions, covenants or agreements to be performed by the Buyer under this Agreement, MET is entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Agreement and/or an action for monetary damages. The rights and remedies set forth in this paragraph are cumulative and shall be in addition to any other remedies equitable or legal MET may have permitted by law or established in this Agreement.

9.2 In the event MET defaults in any of the terms, provisions, covenants or agreements to be performed by MET under this Agreement, Buyer’s only remedy shall be to declare this Agreement null, void and of no further effect, provided said declaration is made in writing and sent by certified mail or hand delivered to MET and the Maryland Department of General Services, Office of Real Estate.

SECTION 10. RIGHT OF ENTRY

10.1 From the date of this Agreement through Closing (the “Inspection Period”) MET hereby grants to the Buyer, his/their/its agents, authorized representatives, contractors, and employees, the right to enter upon the Property during normal business hours at any time prior to Closing for the purpose of performing studies and tests, preparing surveys, conducting inspections, and performing environmental site assessment, in order to assess the Property’s suitability in meeting the Buyer’s needs and purposes. The Buyer shall coordinate and schedule with MET and DGS times and dates that the Buyer may exercise this Right of Entry.

10.2 In connection with Buyer’s exercise of this Right of Entry Buyer shall:

- a. Repair any damages and restore all disturbed areas to a condition equal to or better than the original condition following the completion of work on the Property, leave the Property free of litter, trash, or other debris, and remove all property belonging to the Buyer.
- b. Comply with all present and future applicable laws and regulations in respect to the Property and the work to be performed by the Buyer.
- c. Insure that it and all of its contractors and subcontractors (hereinafter “Contractors”) shall purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed. Contractors shall be responsible for the maintenance of this insurance whether the work is performed directly by the Contractor, by any subcontractor, or by anyone for whose acts the Contractor may be liable. All insurance required shall name the Buyer, the State of Maryland, and all sub-contractors as additional insured on the policies. All insurance required shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland. This insurance shall include protection for:
 - (i) Claims arising from Worker’s Compensation statutes or similar employee benefit acts, and third-party legal liability claims arising from bodily injury, sickness and disease, or death of Contractors’ employees. The minimum limits of such coverage shall be as required by law.
 - (ii) Third-party legal liability claims against the Contractors arising from the operations of the Contractor, subcontractors and suppliers with such protection extended to provide comprehensive coverage, including personal injury, completed operations, explosion and collapse hazard, and underground hazard. The minimum combined limit for personal injury and property damage liability shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - (iii) Third-party legal liability claims arising from bodily injury and/or damage to property of others from the ownership, maintenance or use of any motor vehicle, both on site and off site. The minimum combined limit for personal injury and property damage liability shall be: \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. The Buyer, on behalf of itself, its successors, assigns, and licensees, shall indemnify, protect and hold harmless MET and the State of Maryland, its successors and assigns

from and against any and all costs, liability, suits and expenses in respect of any and all loss of life and/or property and injury or damages to persons and/or property and economic loss of any person, firm or corporation (including the parties hereto, their respective officers, agents contractors, employees, invitees, licensees, servants, successors and assigns) and from and against any and all claims, demands and actions in respect to such loss, injury or damages whether resulting from the acts of negligence on the part of the Buyer, its officers, agents, employees or assigns or arising in any manner from the exercise of the rights and privileges granted herein.

10.3 In the event the Buyer, its consultant(s) and/or engineer(s) obtains evidence during the Inspection Period that any hazardous substance(s) and/or material(s) has been introduced, treated, stored, disposed of or otherwise deposited on the Property, and/or discovers any other matter which the Buyer shall find objectionable in its sole discretion, the Buyer may terminate this Agreement without any further liability to the State.

10.4 In the event this Agreement is terminated under any provision hereof by either party the Buyer agrees to provide MET with copies of any and all studies or reports performed by the Buyer or its agents or contractors under this Section 10 Right of Entry.

SECTION 11. CLOSING

11.1 The consummation of the transactions contemplated in this Agreement, the Closing, shall take place at a date, time and place as agreed upon by the parties but shall occur no later than 180 days from BPW approval.

11.2 At the Closing, MET shall convey to the Buyer, by a deed containing a covenant of further assurances, fee simple title to the Property, subject to any and all existing encumbrances, out conveyances, easements, rights of way, reservations, and servitudes, whether of record or not, and will deliver possession of the Property to the Buyer in accordance with and subject to the provisions of this Agreement.

11.3 At Closing the Buyer shall pay the balance of the Purchase Price to MET in accordance with the terms and conditions of this Agreement.

SECTION 12. AGRICULTURAL TRANSFER TAXES AND FEES, ASSESSMENTS AND TAXES DUE PURSUANT TO FOREST CONSERVATION AND MANAGEMENT AGREEMENTS

The Property, or any portion thereof, may be subject to an "Agricultural Transfer Tax" as imposed by Section 13-301 et seq. of the Tax Property Article of the Annotated Code of Maryland by reason of the Property having been assessed on the basis of agricultural use. The Agricultural Transfer Tax, if any, shall be paid by the Buyer.

The Property or a portion thereof may be subject to the provisions of Section 8-211 of the Tax Property Article. If any taxes, fees and/or assessments imposed by Section 8-211 are due on the transfer of the Property, such taxes, fees and/or assessments shall be paid by the Buyer.

SECTION 13. CLOSING COSTS

13.1 The MET shall pay any adjustments payable by the MET at Closing under Section 14 hereof.

The Maryland Department of General Services (“DGS”) and fill in the broker’s name (“Broker”), entered into a Contract for Real Estate Broker Services (“Contract”) in connection with the sale of the Property, which Contract provides for the payment to the Broker of a specified commission upon specified conditions. At Closing, MET and/or DGS shall provide the Closing agent with a statement of the amount due the Broker, if any, which is to be deducted from the proceeds to be paid to MET at Closing.

13.2 The Buyer shall pay the following costs associated with the closing of this Agreement:

- (i) any state or county recordation and transfer taxes and fees or other costs imposed upon the recordation of the deed to the Property; and
- (ii) all expenses for examination of title, Closing costs and related expenses, and the premium for any title insurance obtained for the Property; and
- (iii) any real property taxes due upon the recordation of the deed to the Property; and
- (iv) any attorney’s fees incurred by the Buyer; and
- (v) any adjustments payable by the Buyer at Closing under Section 14 hereof.

SECTION 14. ADJUSTMENTS AS OF CLOSING

4.1 The Property is currently tax exempt. Buyer shall pay at settlement all real estate taxes for the current fiscal tax year in which Closing takes place which will be due upon the recordation of the deed.

14.2 If applicable, MET shall have the meters for gas, water, electric and any other measured utilities read not more than five (5) working days before Closing. MET shall close any and all existing utility accounts serving the Property by or before Closing. Sewer and other utilities shall be prorated on a daily basis and adjusted as of Closing. There shall be no adjustment for fuel left on-site.

14.3 Each metropolitan district, front-foot benefits, water or other charges levied or assessed against any and all of the Property by any public or quasi-public authority shall be apportioned on a per diem basis between MET and the Buyer as of Closing, or, if applicable law shall otherwise provide, paid in accordance with that applicable law.

14.4 The provisions concerning taxes, assessments and utility charges set forth above shall not merge with or into and shall survive delivery of the deed at Closing.

SECTION 15. GENERAL PROVISIONS

15.1 Notice.

All notices to be given to the State shall be given in writing by depositing the same in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the State at the following address:

Maryland Department of General Services
Office of Real Estate
300 W. Preston St., Rm 601
Baltimore, MD 21201

With a copy to MET at the following address:

Maryland Environmental Trust
100 Community Place, Third Floor
Crownsville, Maryland 21032
Attn: William Leahy, II

All notices to be given to the Buyer shall be given in writing by depositing the same in the United States mail, postage prepaid, certified with return receipt requested, and addressed to the Buyer at the following address:

Notice sent in this manner shall be deemed to be delivered on the second business day after being sent.

15.2 Waiver.

- a. No waiver by a party hereto of any provision hereof shall be or shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by a party of the same or any other provision hereof.
- b. The parties agree that except for the matters specifically set forth in this Agreement, this Agreement is not a waiver of any rights or remedies they respectively may have under law.

15.3 Assignment.

This Agreement, nor any obligation, right, title, interest, estate or remedy thereunder may not be assigned by the Buyer, without the prior written consent of MET, and in each instance any attempt so to do shall be a breach of this Agreement and void.

15.4 Date of Agreement.

The date of this Agreement shall be the date upon which it is approved and executed in full by the BPW.

15.5 Gender.

As used herein, all references made: (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; (c) to any Article, Section subsection paragraph, subparagraph or clause shall unless therein expressly indicated to the contrary, be deemed to have been made to such Article, Section, subsection, paragraph, subparagraph or clause of this Agreement; and (d) to "Buyer" or "State" shall be deemed to refer to each person hereinabove so named and its respective successors and assigns hereunder. Furthermore, words such as "herein," "hereinafter," "hereof," "hereto," "hereby," "hereunder," and "hereinbelow," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

15.6 BPW Approval.

The Buyer and MET agree that this Agreement is not effective, and shall not be binding on the parties hereto, until approved and executed by the BPW. Notwithstanding any other provision herein to the contrary, Buyer shall have no right to institute any action or proceedings to compel i) presentation of this writing to the BPW for approval or ii) approval of this writing by the BPW.

15.7 Severability.

No determination by any court, governmental or administrative entity or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

15.8 Captions.

The headings and captions of this Agreement are for convenience and reference only and in no way define or limit the intent, rights or obligations of the parties hereto.

15.9 Survival.

Except as otherwise expressly set forth herein, all representations, warranties, and indemnities shall survive Closing.

15.10 Entire agreement.

This Agreement shall be binding upon the parties hereto and their respective personal representatives, successors and assigns. This Agreement contains the entire understanding between

the parties hereto and there are no agreements, understandings, representations or warranties between the parties except as set forth in this Agreement. This Agreement can only be amended in writing and executed by both parties hereto.

15.11 Governing law.

This Agreement shall be governed by the laws of Maryland.

15.12 Survival and Benefit.

This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns, as permitted hereunder.

AS WITNESS, the hands and seals of the parties hereto:

WITNESS:

BUYER(S)

_____ (SEAL)

_____ (SEAL)

WITNESS:

SELLER

MARYLAND ENVIRONMENTAL TRUST

By: _____

BOARD OF PUBLIC WORKS OF THE STATE
OF MARYLAND

By: _____ (SEAL)

Lawrence J. Hogan, Jr., Governor

ATTEST:

Sheila C. McDonald
Executive Secretary

By: _____ (SEAL)

Nancy K. Kopp, Treasurer

By: _____ (SEAL)

Peter Franchot, Comptroller

Approved as to form and legal sufficiency
this _____ day of _____, 2016.

Name:

Maryland Assistant Attorney General

Approved by the Board of Public Works of
the State of Maryland at a meeting held on
the _____ day of _____, 2016, as Item
No. _____, DGS Agenda.

EXHIBIT C

COMAR 21.05.08.07 and BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means and disadvantage, difference, distinction, or preference in the solicitation, selection, hiring or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of a disability or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Maryland Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, Section 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and;

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract;
or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully or knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland,

or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of

Maryland with regard to a public or private contract; or

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

- (a) §7201, Attempt to Evade or Defeat Tax;
- (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
- (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
- (d) §7206, Fraud and False Statements, or
- (e) §7207, Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws or provided in the State Finance and Procurement Article Title 17, Subtitle 2, Annotated Code of Maryland if:

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provide in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland if:

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)-(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES I

FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION I FURTHER

AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION I

FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT I

FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES I FURTHER

AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

[Check one (√)]

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705, Annotated Code of Maryland:

(a) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(bi) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article,
§17-702, Annotated Code of Maryland **OR**.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED BY THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing property disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating in a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

EXHIBIT D

**COMAR 21.07.01.25
CONTRACT AFFIDAVIT**

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE
DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation - _____ domestic or _____ foreign
- (2) Limited Liability Company - _____ domestic or _____ foreign
- (3) Partnership - _____ domestic or _____ foreign
- (4) Statutory Trust - _____ domestic or _____ foreign
- (5) _____ Sole Proprietorship

and is registered or qualified as required under Maryland law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of of the State Finance and Procurement Article § 13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101-14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii) of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program;

and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E (4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing,

possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information and belief, each of the affirmations, certifications or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PAENATILES OF PURJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____

By:_____ (printed name of Authorized Representative and affiant)

_____(signature of Authorized Representative and affiant)

EXHIBIT E
PRICE SUBMISSION FORM

On behalf of _____ (Offeror), I hereby submit the following price to conduct the sale of the real property at _____, Charles County, Maryland, in a mutually agreed upon schedule and method for the State of Maryland, by and through the Department of General Services, in accordance with the terms of the Request for Proposal.

Commission Rate: _____

The Commission rate shall be the successful Offeror's sole method of compensation under this Contract.

Witness:

Offeror:

(Type in Name) _____

By: _____

Name of Principal Signing: _____

Date signed: _____